

THOMPSON
HINE & FLORY LLP

Attorneys at Law

September 15, 2000

VIA HAND DELIVERY

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

RECORDATION NO. **23028-A** FILED
SEP 15 '00 12:08 PM
TS
SURFACE TRANSPORTATION BOARD

Dear Secretary Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11301(a) and the regulations promulgated thereunder, are executed counterparts of a secondary document not previously recorded entitled, Assignment and Assumption Agreement (the "Assignment") among BTM Capital Corporation, a Delaware corporation (the "Lessor"); Xcel Energy Inc., successor by merger to Northern States Power Company, a Minnesota corporation (the "Lessee/Assignor"); and Northern States Power Company, formerly known as Northern Power Corporation, a Minnesota corporation (the "Lessee/Assignee"), dated as of August 22, 2000.

The parties to the Assignment are:

LESSOR	—	BTM Capital Corporation 125 Summer Street Boston, MA 02110
LESSEE/ASSIGNOR	—	Xcel Energy Inc. (successor by merger to Northern States Power Company) 414 Nicollet Mall Minneapolis, MN 55401-1927
LESSEE/ASSIGNEE	—	Northern States Power Company (f/k/a Northern Power Corporation) 414 Nicollet Mall Minneapolis, MN 55401-1927

Pursuant to the said Assignment, Lessee/Assignor has assigned to Lessee/Assignee, and Lessee/Assignee has assumed, all of the obligations of Lessee/Assignor, accrued and executory,

1920 N Street, N.W. Washington, D.C. 20036-1601 202-331-8800 fax 331-8330

BRUSSELS, BELGIUM CINCINNATI CLEVELAND COLUMBUS DAYTON PALM BEACH WASHINGTON, D.C.

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under that certain Equipment Leasing Agreement dated as of July 28, 2000, as to which a Memorandum of Lease was filed with the Board on July 28, 2000, and assigned Recordation No. 23028. The Assignment should be recorded under Recordation No. 23028-A.

The units of Equipment covered by the instant Assignment are the 220 rotary coal hopper railcars identified in Schedule A to the said Memorandum of Lease as NSPX 20001-20220.

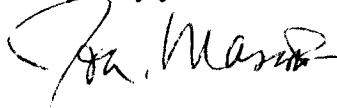
A short summary of the Assignment to appear in the STB Index is as follows:

“Assignment and Assumption Agreement dated as of August 22, 2000 by and among BTM Capital Corporation, as Lessor, Xcel Energy Inc., successor by merger to Northern States Power Company as Lessee/Assignor, and Northern States Power Company, formerly known as Northern Power Corporation, as Lessee/Assignee, covering 220 rotary coal hopper cars bearing Nos. NSPX 20001-20220.”

Enclosed is a remittance in the amount of \$26.00 for the required recording fee.

Once the filing has been made, please return to bearer the stamped counterpart not needed for your files, together with the fee receipt and letter from the Secretary acknowledging the filing, and the extra copies of this letter of transmittal.

Very truly yours,



John K. Maser III
*Attorney for purposes of this filing for
BTM Capital Corporation, Xcel Energy Inc.,
successor by merger to Northern States
Power Company, and Northern States
Power Company, formerly known as
Northern Power Corporation*

Enclosures

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** is made as of August 22, 2000, by and among **BTM CAPITAL CORPORATION**, a Delaware corporation (the "Lessor"), **XCEL ENERGY INC.**, successor by merger to **NORTHERN STATES POWER COMPANY**, a Minnesota corporation, having its principal place of business at 414 Nicollet Mall, Minneapolis, Mn 55401-1927 (the "Lessee") and **NORTHERN STATES POWER COMPANY**, formerly known as **NORTHERN POWER CORPORATION**, a Minnesota corporation, having its principal place of business at 414 Nicollet Mall, Minneapolis, Mn 55401-1927 (the "New Lessee").

RECITALS

WHEREAS, the Lessor and the Lessee entered into a certain Equipment Leasing Agreement dated as of July 28, 2000 (herein, together with all exhibits, supplements and schedules, the "Lease"), pursuant to which the Lessor leased to the Lessee the Equipment described in Lease Supplement No. 1 thereto (the "Equipment"), as to which a Memorandum of Lease was filed with the Surface Transportation Board on July 28, 2000 as Recordation No. 23028; and

WHEREAS, pursuant to an Assignment and Assumption Agreement between Xcel Energy Inc. and Northern States Power Company (herein, as amended or supplemented in accordance with its terms, called the "Merger Agreement"), as of August 21, 2000, the effective date therefor (the "Effective Date"), New Century Energies, Inc. merged into Northern States Power Company, forming Xcel Energy Inc., which simultaneously assigned all assets and liabilities relating to existing electric and natural gas utility operations to Northern Power Corporation, a Minnesota corporation ("New Lessee"), New Lessee became known as Northern States Power Company, and New Lessee assumed all of the obligations of Lessee, accrued and executory, under the Lease; and New Lessee has agreed to execute this Agreement confirming the same; and

WHEREAS, Lessor is willing to permit the assumption on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. Definitions. Capitalized terms used and not defined herein shall have the respective meanings assigned thereto in the Lease.
2. Assumption by New Lessee. Effective as of the Effective Date, New Lessee hereby unconditionally agrees to assume the prompt and complete payment and performance of all obligations, accrued and executory, of Lessee under the Lease (including, without limitation, the payment of all rent and other sums, including payments of Casualty Loss Value, the amounts described in Section 30 of the Lease, and indemnity payments), and to comply with all of the covenants, terms, conditions and provisions of the Lease.
3. Pre-Conditions to Effectiveness. The obligations of the Lessor to enter into the Assumption Transaction are subject to the following:
 - a. no event which is (or with notice or lapse of time or both would become) an Event of Default has occurred and is continuing; and
 - b. no material adverse change in the financial condition of Lessee since the Financial Condition Reference Date set forth on Exhibit A (or of New Lessee since the date of its

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financial statements furnished to Lessor), which would impair the ability of Lessee and as applicable, New Lessee to pay and perform their respective obligations under the Lease, has occurred.

4. Post Closing Matters. Within ten (10) days after the date this Agreement is filed with the Surface Transportation Board, New Lessee shall deliver or cause to be delivered to Lessor, at New Lessee's expense and in form and substance satisfactory to Lessor:

- a. evidence reasonably satisfactory to Lessor of the authority of New Lessee to enter into this Agreement, including, in substantially the form originally delivered under the Lease, an incumbency certificate, a certificate of standing resolutions and an opinion of internal counsel of New Lessee; and
- b. favorable written opinion of Surface Transportation Board counsel, in form and substance reasonably satisfactory to Lessor.

5. Representations and Warranties. Lessee and New Lessee each reaffirm all of the representations and warranties in Section 22 of the Lease, incorporated by reference as if fully set forth herein, for which purpose the "Lease" shall mean the Lease as amended and assumed pursuant to this Assumption Agreement, and the Overall Transaction shall mean the Overall Transaction after giving effect to the Assumption Transaction. In addition, New Lessee represents that (i) it is a corporation, duly organized, validly existing and in good standing under the laws of the state of Minnesota; (ii) it has the corporate power to execute, deliver and perform this Agreement and that such execution, delivery and performance has been duly authorized, and that this Agreement has been executed by its duly authorized officers and constitutes its valid and binding obligations; (iii) this Agreement will not violate any Certificate of Incorporation, By-Laws or other agreement or instrument by or under which New Lessee is bound; (iv) all financial statements furnished to Lessor by or on behalf of New Lessee are accurate in all material respects, and (v) pursuant to the Merger Agreement, Xcel Energy Inc. is successor by merger to Northern States Power Company as Lessee, and on the Effective Date Xcel Energy Inc. validly and effectively assigned the Lease to New Lessee. In the event that any of the aforesaid representations are untrue or incorrect, the same shall constitute a default under the Lease.

6. Further Assurances. Whenever and so often as reasonably requested by any party, the other party will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be reasonably necessary and required in order to effect the Assumption Transaction, as well as all rights, interests and benefits conferred or intended to be conferred by this Agreement.

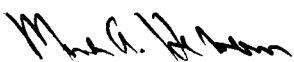
7. Legal Effect. Except as expressly amended by this Assumption Agreement, all the terms and conditions of the Lease remain in full force and effect.

8. Counterparts. This Assumption Agreement may be executed in counterparts (including by facsimile transmission), each of which shall be an original but all of which together shall constitute one and the same instrument.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all parties and their respective successors and assigns.


IN WITNESS WHEREOF, the Lessor, Lessee and New Lessee have each caused this Assumption and Amendment Agreement to be executed by their officers, thereunto duly authorized, and their corporate seals thereto affixed as of the date and year first above written.

ATTEST:



Assistant Secretary
(corporate seal)

BTM CAPITAL CORPORATION,
as Lessor

By: 
Its: Senior Vice President mah

ATTEST:

Secretary
(corporate seal)

XCEL ENERGY INC., successor by merger to
NORTHERN STATES POWER COMPANY,
as Lessee

By: _____
Its: _____

ATTEST:

Secretary
(corporate seal)

NORTHERN STATES POWER COMPANY, f/k/a
NORTHERN POWER CORPORATION,
as New Lessee

By: _____
Its: _____

IN WITNESS WHEREOF, the Lessor, Lessee and New Lessee have each caused this Assumption and Amendment Agreement to be executed by their officers, thereunto duly authorized, and their corporate seals thereto affixed as of the date and year first above written.

ATTEST:


BTM CAPITAL CORPORATION,
as Lessor

Assistant Secretary
(corporate seal)

By: _____
Its: _____

ATTEST:

Catherine Cleveland
Asst. Secretary
(corporate seal)



XCEL ENERGY INC., successor by merger to
NORTHERN STATES POWER COMPANY,
as Lessee

By: *Paul E. Pinder*
Its: Vice President & Treasurer

ATTEST:

Catherine Cleveland
Asst. Secretary
(corporate seal)

NORTHERN STATES POWER COMPANY, f/k/a
NORTHERN POWER CORPORATION,
as New Lessee

By: *Paul E. Pinder*
Its: Vice President & Treasurer

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF SUFFOLK)

On this 11th day of September, 2000, before me personally appeared Paul F. Nolan, to me personally known, who being by me duly sworn, says that (s)he is the Senior Vice President of BTM Capital Corporation, a Delaware corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)



Notary Public
My Commission Expires: 6/16/06

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

On this ___ day of September, 2000, before me personally appeared _____, to me personally known, who being by me duly sworn, says that (s)he is the _____ of Xcel Energy Inc., successor by merger to Northern States Power Company, a Minnesota corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Notary Public
My Commission Expires:

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

On this ___ day of September, 2000, before me personally appeared _____, to me personally known, who being by me duly sworn, says that (s)he is the _____ of Northern States Power Company, formerly known as Northern Power Corporation, a Minnesota corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF SUFFOLK)

On this ____ day of September, 2000, before me personally appeared _____, to me personally known, who being by me duly sworn, says that (s)he is the _____ of BTM Capital Corporation, a Delaware corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

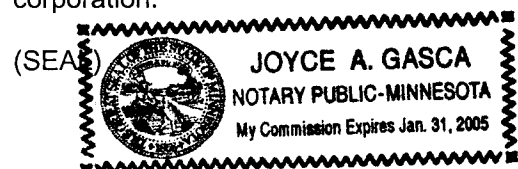
(SEAL)

Notary Public
My Commission Expires:

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

Paul E. Pender

On this 12th day of September, 2000, before me personally appeared _____, to me personally known, who being by me duly sworn, says that (s)he is the Vice President & Treasurer of Xcel Energy Inc., successor by merger to Northern States Power Company, a Minnesota corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



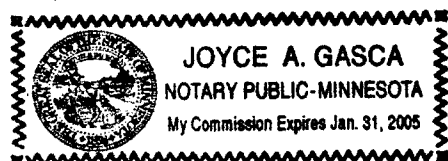



Notary Public
My Commission Expires:

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

On this 12th day of September, 2000, before me personally appeared Paul E. Pender, to me personally known, who being by me duly sworn, says that (s)he is the Vice President & Treasurer of Northern States Power Company, formerly known as Northern Power Corporation, a Minnesota corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)





Notary Public
My Commission Expires: